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Union: **Water Department Employees Association, International Brotherhood of Teamsters**

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Waverly, Village Of And Ibt Local 529
(Water Dept Unit)

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AGREEMENT

BETWEEN

VILLAGE OF WAVERLY, NEW YORK

AND

WATER DEPARTMENT EMPLOYEES ASSOCIATION

AND

TEAMSTERS LOCAL UNION NO. 529

For period June 1, 2001 through May 31, 2005

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

THIS AGREEMENT made the 23rd day of July, 2001, by and between the VILLAGE OF WAVERLY, NEW YORK, a municipal corporation and political subdivision of the State of New York located in the County of Tioga and State of New York, having its principal offices at the Village Hall, Waverly, New York, and hereinafter referred to as the "Village", party of the first part, and the WATER DEPARTMENT EMPLOYEES ASSOCIATION, a membership association of the employees of the Village of Waverly Water Department represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS, Local Union No. 529, and having a post office address at 129 East Chemung Place, Elmira, New York, hereinafter referred to as the "Union", party of the second part,

WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE I. RECOGNITION AND RECIPROCAL RIGHTS

101. It is recognized that the management of the Village, its property, its order and efficiency is solely the right and responsibility of the Village. the Village, through its appropriate officers, has the right and responsibility, among other rights and responsibilities, to select and direct the working forces, to hire, suspend or discharge, assign, promote or transfer employees, to determine the work to be done, the hours to be worked and the methods to be employed and the location, design, maintenance and construction of facilities and equipment and material, to contract for the services of others and to make reasonable and binding rules not inconsistent with the Agreement.

102. It is recognized that the need for continued and uninterrupted operation of the Village's Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance. the Village shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

103. Disputes arising concerning terms of the Agreement shall be processed in accordance with the procedures of this Article and applicable law.

104. The employee shall present the basis for his dispute or grievance to his Association Representative. If the matter is not resolved within two working days from said presentation, the Representative shall submit the basis of the dispute in writing to the Superintendent. If a satisfactory adjustment is not made within one week after submission to the Superintendent, the Representative shall present the same in writing to the Mayor. If the dispute is not resolved within one week after referral to the Mayor, then the employee and the Association Representative shall meet with the Village Board in Executive Session, which Session shall be closed to the public. If the dispute remains unsettled after such Executive Session, either the employee and the Association Representative or the Village may initiate those

procedures authorized under the Taylor Law to resolve grievances or under local procedures approved under such law.

105. A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

106. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II. VILLAGE POLICIES

201. The Village will compose a written list of all Village policies which the employees are expected to comply with. These written policies shall be composed by the Village and provided to the employees within a reasonable period of time, taking into consideration the amount of work involved on the part of the Village.

ARTICLE III. HEALTH AND SAFETY

301. The Employer shall use its best efforts to be sure that vehicles to be used on streets or highways are in safe operating conditions and equipped with any safety appliances prescribed by law.

ARTICLE IV. HOURS OF WORK

401. The regular hours of work for the employees shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour for lunch. The employees will not be paid for the lunch period. The hours may be "flexed", if in agreement with the Supervisor.

ARTICLE V. WAGES AND COMPENSATION

501. The wages to be paid to each employee for the first forty (40) hours of work in each weekly pay period shall be at the hourly rates being paid to each of the employees affected by this agreement, as set forth in Appendix "A".

502. Any hours worked over forty (40) hours in a given work week will result in the employee being entitled to overtime at the rate of one and one-half (1 1/2) times the normal rate or in compensatory time off at the rate of one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked. In a week where there is one (1) holiday, all work performed beyond thirty-two (32) hours; or beyond twenty-eight (28) hours in a week where there is two (2) holidays, shall be paid at the rate of time and one-half (1 1/2) the regular rate unless those hours are already subject to the time and one-half (1 1/2) provision of this article. There will be no pyramiding of overtime. The employee shall be entitled to decide whether he wishes to take overtime compensation in the form of additional wages or compensatory time off. Compensatory time off will be taken by the employee at such times as the employer and the employee may mutually decide.

503. Compensation time can be accumulated up to a maximum of two hundred forty (240) hours. Upon termination of employment, for any reason, any accrued comp time will be paid at straight time.

504. The employee who performs weekend plant check shall be entitled to four (4) hours of wages at one & one-half (1 1/2) times the rate of regular pay.

505. An employee who is called out by the Supervisor at a time other than normal working hours shall be entitled to not less than two (2) hours of wages.

506. Any new employees hired by the employer shall be subject to a ninety (90) day probationary period.

ARTICLE VI. TIME OFF

601. Vacations. The employees will be paid for vacation based on the length of service as follows:

After one (1) year	Five (5) working days
After two (2) years	Ten (10) working days
After eight (8) years	Fifteen (15) working days
After fifteen (15) years	Twenty (20) working days
After twenty (20) year	Twenty-five (25) working days

602. Pay for the employee during the vacation period shall be the same as pay for the employee during a forty (40) hour work week.

603. Vacations will be authorized by the Supervisor with due consideration given to seniority.

604. Vacations are to be taken with the approval of the Supervisor and in such a manner as to have sufficient employees working at the water department.

605. Holidays. Each employee shall receive the following paid holidays:

- New Year's Day
- Washington's Birthday
- One-half (1/2) Day for Good Friday
- Memorial Day
- Independence Day
- Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
One-half (1/2) day Christmas Eve
Christmas Day
Two (2) Personal Day

If Christmas Eve falls on a Saturday or Sunday, the one-half (1/2) day would be given on Friday.

606. New full time employees must have worked sixty (60) work days before being eligible to receive holiday pay.

607. The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives workmen's compensation or mutual agreement.

608. Employees who are entitled to pay holidays and who are required to work on any of these holidays shall receive two (2) times their regular pay for working the holiday.

ARTICLE VII. SICK LEAVE

701. Each employee shall accumulate sick leave credit at the rate of one (1) day per month. Sick leave may be accumulated by the employee up to a maximum of one hundred thirty (130) days. An employee shall receive full (100%) pay for all time lost from work on account of sickness or injury up to the number of days credited to him for sick leave.

702. The pay received by an employee from the Village for sick leave shall be reduced by the amount of any Workers Compensation benefits received by the employee.

703. Sick leave is to be taken strictly for the purpose of personal illness or injury. An illness or injury must be reported to the Superintendent in person or by telephone. Absence from work without reporting

illness or injury shall be absence without permission and without pay. Abuse of sick leave credit shall be just cause for reprimand or dismissal. Undue or unexplained absences during any given fiscal year shall forfeit sick leave credits accumulated during that year.

704. Any employee absent due to illness or injury for three (3) or more work days, may be required to obtain a statement from his doctor indicating the nature of the illness or injury from which the employee was suffering, the care received from the doctor for such absence, and a statement from the doctor that the employee is capable of safely returning to work. The Village Board may require any employee to be examined by a doctor at any time the Superintendent of the Board feels such examination is necessary for the good of the employee or of the Village. Failure to have such an examination when so ordered or directed shall subject the employee to disciplinary action or dismissal. Such examination shall be paid in full by the Village.

ARTICLE VIII. BEREAVEMENT LEAVE

801. Whenever an employee is absent from duty because of a death in his/her immediate family, there shall be no deduction in wages of said employee for an absence not in excess of three (3) working days. This bereavement benefit shall apply only to the day of, the day preceding and day immediately following the funeral day. If any of these three (3) days fall on a day for which such employee is not scheduled to work, the bereavement benefit will not apply for that day or days. It is intended that bereavement benefits will be granted only when any of the three (3) days listed above falls on a working day. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, step-children, husband, wife,

grandchildren, parent-in-law, or near relatives who reside in the same household, or any person with whom the employee has made his/her home.

802. In the event that the employee is solely responsible for making the arrangements for a funeral referred to above, and in the event that such funeral takes place in a location that is more than fifty (50) miles away from the Village of Waverly, the employee shall be entitled to five (5) days of bereavement leave.

803. Whenever an employee is absent from duty because of the death of a near relative, there shall be no deduction in the wages of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law and sister-in-law.

804. An employee shall not loose overtime rate due to Bereavement Leave for immediate family members as described in Paragraph 801 of this Article.

ARTICLE IX. HEALTH INSURANCE

901. The Village will participate in the New York State Teamsters Council Health and Hospital Fund as follows:

Medical	Option One
Prescription	Option One
Dental	Option One
Vision	
Death AD/D	Option Two
Legal	

The Health and Hospital Stipulation is to be made part of this Agreement.

902. The Employer shall be subject to all rules and regulations as set forth in the executed New York State Teamsters Council Health and Hospital Trust Fund Stipulation.

903. ~~Dental 'Bank'~~. The Employer will maintain the "bank" for each employee, to be used for Dental purposes and prescription co-pays only, until October 1, 2002, at which time ~~Major Dental Coverage~~ under the Teamsters program will fall into place. No further deposits by the Employer will be required. The employee must present receipts for reimbursement.

ARTICLE X. CLOTHING ALLOWANCE

1001. Each employee shall be entitled to the sum of Two Hundred Dollars (\$200.00) per year for footwear and other clothing to be used by the employee in the course of his employment. In the event that the employee does not purchase footwear in any given fiscal year, he shall not be entitled to a cash payment from the Village.

1002. Each employee will be provided complete uniforms, comprised of pants and shirts, through the uniform service.

ARTICLE XI. INSPECTION PRIVILEGES

1101. Upon notice to the Mayor of the Village, authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees, and ascertaining that the agreement is being complied with; provided, however, that there shall be no interruption of the employer's working schedule by the Union.

ARTICLE XII. UNION SECURITY

1201. The Union agrees to represent all the employees in the bargaining unit whether or not they are members of the Union. Any employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union.

1202. When the Employer needs additional men, the Union shall be given equal opportunity with all sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

1203. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union not later than the end of the month in which deductions were made. In the event an employee wishes to refrain from joining the Union, the Village hereby agrees in accordance with the Taylor Law to deduct an Agency Fee deduction and the Union hereby agrees to comply with the rules established by the Public Employment Relations Board regarding such deductions.

1204. In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

ARTICLE XIII. BULLETIN BOARDS

1301. The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE XIV. JOB STEWARDS

1401. The Employer recognizes the right of the Union to designate Shop Stewards.

1402. The authority of stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of Article I of this Agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by, the Union.

1403. The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts.

ARTICLE XV. LEGISLATIVE ACTION

1501. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI. DURATION OF AGREEMENT

1601. This Agreement shall be in effect from June 1, 2001, through May 31, 2005.

IN WITNESS WHEREOF, we have hereunto affixed our signature this _____ day of July, 2001.

VILLAGE OF WAVERLY

By: _____

Title: _____

TEAMSTERS LOCAL UNION NO. 529
Affiliated with the International
Brotherhood of Teamsters

By: _____

Title: _____

APPENDIX "A"

WAGES

	EFFECTIVE <u>06/01/01</u>	EFFECTIVE <u>06/01/02</u>	EFFECTIVE <u>06/01/03</u>	EFFECTIVE <u>06/01/04</u>
Plant Operator	\$12.32/hr.	\$12.77/hr.	\$13.22/hr.	\$13.67/hr.
Water Maintenance	\$11.62/hr.	\$12.07/hr.	\$12.52/hr.	\$12.97/hr.
Meter Maintenance	\$11.07/hr.	\$11.52/hr.	\$11.97/hr.	\$12.42/hr.

LONGEVITY

Upon completion of seven (7) years continuous service the employee will receive Two Hundred Fifty Dollars (\$250.00) as longevity pay. Upon completion of twelve (12) years continuous service the employee will receive Four Hundred Dollars (\$400.00) as longevity pay. This will be paid on first payday in December of 2001 and yearly thereafter.

NEW HIRES

At the commencement of the employment, the Employer shall set the hourly wage rate to be paid to the employee. After each thirty (30) day period within the probationary period, the new employee's hourly wage shall be increased by twenty-five cents (\$.25) per hour. After the ninety (90) day probationary period, the new employee shall not be entitled to additional increases in his hour wage rate until the commencement of the next fiscal year.

The new employee must attend and successfully complete the distribution school and obtain a Class D license within one and one-half (1 1/2) years of the commencement of his employment.

The new employee shall attend and successfully complete the Class 2A Operator's School and obtain Class 2A license within three (3) years of the commencement of his employment. The Employer shall be entitled to provide the new employee with increases in his hourly wage rate upon the employee obtaining the aforementioned licenses.